



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

State of Delaware

PREVENTATIVE MAINTENANCE, ELEVATORS AND ESCALATORS

Request for Proposal

Contract No. GSS13046-ELEVATORMAINT

June 10, 2013

**- *Deadline to Respond* -
Tuesday, July 2, 2013
*1:00 PM (Local Time)***

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: June 10, 2013

CONTRACT NO. GSS13046-ELEVATORMAINT

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for PREVENTATIVE MAINTENANCE, ELEVATORS AND ESCALATORS. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS13046-ELEVATORMAINT

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
 - a. Attachment 1 – No Proposal Reply Form
 - b. Attachment 2 – Non-Collusion Statement
 - c. Attachment 3 – Exceptions
 - d. Attachment 4 – Company Profile and Capabilities
 - e. Attachment 5 – Confidentiality and Proprietary Information
 - f. Attachment 6 – Business References
 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 – Office of Supplier Diversity Certification Application
 - k. Attachment 11 – Bond Form
 - l. Appendix A – Scope of Work details
 - m. Appendix B – Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by **Tue. July 2, 2013 1:00 p.m.** (Local Time) to be considered.

Proposals must be mailed to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Roxann Parker at 302-857-4555 or email Roxann.parker@state.de.us

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals to provide preventative maintenance services for elevators and escalators statewide. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide Preventative Maintenance, Elevators and Escalators.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to cover the preventative maintenance services for elevators and escalators for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. MANDATORY USE CONTRACT

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

5. CONTRACT PERIOD

Each Vendor's contract shall be valid for a one (1) year period from September 1, 2013 through August 31, 2014. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	June 10, 2013
Mandatory Pre-bid Conference	No Mandatory Pre-bid Conference
Written Questions Due No Later Than (NLT)	June 19, 2013
Written Answers Due/Posted to Website NLT	June 25, 2013
Proposals Due NLT	July 2, 2013 1:00 p.m. Local Time
Public Proposal Opening	July 2, 2013 1:00 p.m. Local Time
Proposal Evaluation/Presentations as required	To be determined if required
Vendor Best & Final Discussions, as required	To be determined if required
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by Wed., June 19, 2013 4:30 p.m. local time. All questions will be answered in writing by Tue., June 25, 2013 and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Roxann M. Parker
State of Delaware
Government Support Services**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

100 Enterprise Place, Suite 4
Dover, DE 19904-8202
or
Roxann.parker@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Preventative Maintenance, Elevators and Escalators as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

It is the intent of the State of Delaware to establish a contract to satisfy the needs of covered agencies within the state to perform preventative maintenance to elevators and escalators in facilities throughout the state.

C. STATEMENT OF NEEDS

The purpose of this contract is to provide a qualified vendor to perform the preventative maintenance on elevators and escalators on a scheduled monthly basis.

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT

Performance Bond Waived.

M. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on Tue. July 2, 2013. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM (Local Time) on Tue. July 2, 2013. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the ninety (90) day bid review process time period. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

S. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

V. EXCEPTIONS

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

W. BUSINESS REFERENCES

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov/w9.shtml>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

Y. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

Z. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS

Attachment 1 – No Proposal Reply Form
Attachment 2 – Non-Collusion Statement
Attachment 3 – Exceptions
Attachment 4 – Company Profile and Capabilities
Attachment 5 – Confidentiality and Proprietary Information
Attachment 6 – Business References
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Attachment 10 – Office of Supplier Diversity Certification Application
Attachment 11 – Bond Form
Appendix A – Scope of Work details
Appendix B – Pricing Form(s) and Instructions

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

4. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Attn: Roxann Parker**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

7. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR

Government Support Services shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The vendor's financial, physical, personnel or other resources, including subcontracts;
 - b. The vendor's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the vendor is qualified legally to contract with the State;
 - e. Whether the vendor supplied all necessary information concerning its responsibility
4. If a vendor is determined to be non-responsible, the vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

D. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

E. CRITERIA AND SCORING

	EVALUATION CRITERIA	
		POINTS
1.	The demonstrated experience in providing equipment/services of comparable specifications/scope and value. Including experience of technicians/mechanics for this contract.	40
2.	The background, experience, resources, reputation, financial resources, years in business, and references.	40
3.	Thoroughness and completeness of proposal, i.e. required documentation provided.	20
4.	Methodology, work plan and time line, including service response time.	30
5.	Proposed warranty	10
6.	Pricing proposal, pricing structure, or total proposed cost.	60
	TOTAL SCORE	200

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

Questions may be submitted in writing to Roxann.parker@state.de.us or Roxann Parker, Government Support Services, 100 Enterprise Place Suite 4, Dover, DE 19904, until 4:30 p.m. Wed., June 19, 2013. Answers will be posted no later than Tue. June 25, 2013.

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. LAWS TO BE OBSERVED

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws,

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ordinances, regulations, orders, or decrees whether by itself , by its employees, or by its subcontractor (s).

7. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

8. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

12. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. PRICES

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

15. PRICE ADJUSTMENT

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. SHIPPING TERMS

FOB Destination, freight prepaid.

17. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18. MANDATORY INSURANCE REQUIREMENTS

Certificate of Insurance and/or copies of insurance policies for the following:

- a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.
 1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.and
 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

State of Delaware
Government Support Services
Contract #GSS13046-ELEVATORMAINT
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Note: The State of Delaware shall not be named as an additional insured.

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.

<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

20. INDEMNIFICATION

- a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.
- b. **Proprietary Rights Indemnification:** Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- 1. Procure the right for the State of Delaware to continue using the Product(s);
- 2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

21. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

23. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

24. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

25. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses..., the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority, woman, or veteran owned business (Diversity Supplier) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, or veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this Subcontracting 2nd Tier report is found below.

Subcontracting 2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's OSD at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. ORDERING PROCEDURE

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

27. BILLING

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

28. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACl or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. PRODUCT SUBSTITUTION

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

30. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

31. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:
<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. PERSONNEL/EQUIPMENT/SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at:
<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1>.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

36. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

37. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

38. TERMINATION OF CONTRACT

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

39. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

40. INTEREST OF VENDOR

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

41. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

42. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

43. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

44. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

45. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

46. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

- b. In the event this contract is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

47. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

48. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

49. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

50. AMENDMENTS

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

51. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

52. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

53. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

54. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

55. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

56. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful Vendor's shall be required to advise and provide Government Support Services of the gross costs associated with this contract.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS13046-ELEVATORMAINT

PREVENTATIVE MAINTENANCE, ELEVATORS AND ESCALATORS

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by Tue., July 2, 2013 1:00 p.m. (Local Time) at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Questions may be submitted in writing no later than 4:30 p.m. Local Time, Wed., June 19, 2013 to Roxann.parker@state.de.us or addressed to Roxann Parker and mailed to the address below. All Questions and Answers will be posted to the webpage: <http://bids.delaware.gov> by Tue., June 25, 2013.

Proposals must be mailed to:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT # GSS13046-ELEVATORMAINT

**CONTRACT TITLE: PREVENTATIVE MAINTENANCE,
ELEVATORS AND ESCALATORS**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 2

CONTRACT NO.: GSS13046-ELEVATORMAINT **TITLE:** PREVENTATIVE MAINTENANCE, ELEVATORS AND ESCALATORS
OPENING DATE: July 2, 2013 1:00 p.m.

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget, Government Support Services.

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

(Please type or print)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
		(circle one)			(circle one)			(circle one)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
Attachment 4

CONTRACT NO. **GSS13046-ELEVATORMAINT**
PREVENTATIVE MAINTENANCE, ELEVATORS AND ESCALATORS
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Please explain your experience in providing the required equipment/services of comparable scope and value to this contract. (add additional pages as needed)

2.	Please describe your methodology, work plan and time line, including service response times, for providing the required services of this contract. (add additional pages as needed)

3.	Provide your background; i.e.; years in business, reputation, financial resources, and references. (add additional pages as needed)

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

4.	Provide a list of mechanics/technicians including experience, certification, training, etc. for each one involved in this contract. (add additional pages as needed)

Attachment 5

CONTRACT NO. **GSS13046-ELEVATORMAINT**

PROPOSAL REPLY SECTION

- ☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages as needed.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 6

CONTRACT NO. **GSS13046-ELEVATORMAINT**
PREVENTATIVE MAINTENANCE, ELEVATORS AND ESCALATORS

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

ATTACHMENT 7

* Use a separate form for each subcontractor

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 8

State of Delaware											
Monthly Usage Report											
Supplier Name:				GSS13046	Report Start Date:						
Contact Name:			Report End Date:								
Contact Phone:			Today's Date:								
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
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											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 9

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:						Report Start Date:											
Contract Name/Number						Report End Date:											
Contact Name:						Today's Date:											
Contact Phone:						*Minimum Required			Requested detail								
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name*	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontrac tor UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
ATTACHMENT 10

State of Delaware

**Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 11

BOND HAS BEEN WAIVED

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

Name of Surety (Seal)

_____ (Seal)

Title

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

**APPENDIX A
SCOPE OF WORK**

ELEVATOR REPAIR AND/OR DOWN TIME

- A. Elevator repair shall be on a twenty-four (24) hours per day, seven (7) days per week basis. Emergency call back response time shall be no more than 90 minutes.
- B. Under no circumstances shall any shutdown or breakdown last longer than seventy-two (72) hours, including Saturday, Sunday and holidays. This shall include troubleshooting, procuring parts, installing parts, and placing the elevator or dumbwaiter back in safe uninterrupted operation. The contractor's inability to obtain parts, technical and/or engineering advice, etc. shall not be acceptable, and the contractor may be considered in default, giving sufficient justification to the Director to obtain these services from contractors who can provide the State with uninterrupted elevator and dumbwaiter service. The State may take over the work and prosecute it to completion by contract or otherwise, and the contractor and sureties shall be liable to the Division for any additional cost incurred before the termination of the contract.

SPECIFICATION OF REQUIRED SERVICES

- A. Contractor shall be required to maintain the entire elevator equipment as hereinafter described, using technicians trained and qualified in the proper maintenance of geared electric and hydraulic elevators, directly employed and supervised by same. These technicians shall be qualified to keep the equipment properly adjusted, and shall use all reasonable care to maintain the elevators in proper and safe operating condition.
- B. Contractor shall regularly and systematically examine, adjust, clean lubricate, furnish lubricants, remove water from pit of service elevators, and when conditions warrant, shall repair or replace machine, motor, generator and bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames and other mechanical parts.
- C. Contractor shall keep the guide rails properly lubricated at all times except where roller guides are used, and when necessary, renew guide shoe or guide rollers in order to assure smooth and quiet operation.
- D. Contractor shall periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.
- E. Contractor shall renew all worn wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables as necessary.
- F. Contractor shall furnish genuine lubricants obtained from the manufacturer of the original equipment.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SPECIFICATION OF REQUIRED SERVICES - (Continued)

G. Contractor shall examine, lubricate, adjust, repair and/or replace the following accessory equipment:

1.	Interlocks	4.	Door Closers
2.	Car & Hatch Door Hangers	5.	Signal System
3.	Car & Hatch Door Operators		

H. NOTE: The following items of elevator equipment are not included for service under these specifications:

1.	Hoist way Enclosure	6.	Light Fixtures
2.	Hoist way Doors	7.	Power Switches & Feeder to Controller
3.	Cab	8.	Casings, cylinders, plungers and all under-ground piping and connections
4.	Cab Flooring	9.	Fire service combustion detectors
5.	Car Door Panels		

Contractor shall examine regularly and systematically all safety devices and governors. During the first inspection visit, each of the elevator safety devices shall be tested. Electric traction elevators shall have the five (5) year test performed in accordance with the current American National Standard Safety Code. The hydraulic elevators shall also be tested in accordance with the current American National Standard Safety Code. Test certificates shall be provided to the State on the successful completion of required tests.

SPARE PARTS

The Contractor shall maintain an inventory of spare lending and replacement parts in their warehouse. The inventory shall include, but not be limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, rollers, hoist way limit switches, guide rails, guide shoes, conductor cables, safety devises, plungers, pumps, operating valves, including all component parts of these items, where applicable. All replacement parts and materials shall function properly in the elevators on which they are to be used. The Contractor shall provide for replacement parts from the original manufacturer's parts; substitute parts may be utilized on approval of the Director of Government Support Services or designee.

MATERIAL INVENTORY

The Contractor shall maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths, and other minor parts in each elevator machine room for the performance of routine preventive maintenance.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

REPAIRS AND/OR RENEWALS

The Contractor shall be responsible for all necessary repairs, adjustments, and parts renewal to all elevator components except as hereinafter included. This also includes static loading of the car as required to set automatic control limit devices.

Repair or renewals necessitated by the using agency's negligence, accidents, misuse, storm, fire, flood, or water damage, or due to any other cause beyond the Contractor's control, shall be the responsibility of the State.

The State shall be responsible for repair or renewal of guiderails, cars and car enclosure and shaftway enclosures.

TECHNICAL STANDARDS

- A. The item (s) material (s), or appliance (s) required by this solicitation must conform to the standards of the "A.N.S.I. Practice for the Inspection of Elevators, Inspectors' Manual A17.2-1987" and the "A.N.S.I. Safety Code for Elevators, Dumbwaiters and Escalators, A17.1-1987" and revisions.

ELECTRICIAN LICENSURE REQUIREMENT

As a result of enactment of HB 180, effective June 30, 2012, anyone providing electrical services in Delaware must hold a Delaware professional license as an electrician. It is illegal for unlicensed persons to provide electrical services. Performing "electrical services" or "electrical work" is defined by the Board to mean any activity that is covered by the National Electrical Code (NEC) as adopted by the Delaware State Fire commission.

For licensure clarification please contact the Division of Professional Regulations at: <http://dpr.delaware.gov/>

ZONES

- NORTH ZONE:** Includes all of New Castle
- CENTRAL ZONE:** Includes all of Kent County
- SOUTH ZONE:** Includes all of Sussex County

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

PROPOSAL COMPLIANCE

A bidder's proposal shall contain the following minimum requirements:

1. Cover Letter
2. Table of Contents
3. Short Description of Company History, Services and Qualifications
4. Original signed and notarized copy of the Non-Collusion Agreement (Attachment 2)
5. Responses to RFP and Appendices
7. Three Years of Financial Reporting
8. Exceptions (Attachment 3)
9. Company Profile and Capabilities (Attachment 4)
10. Confidentiality and Proprietary Information (Attachment 5)
11. Three Business References (Attachment 6)
12. Subcontractor Information Form (Attachment 7), if applicable
13. Appendix B in hard copy and on CD as an Excel file

Refer to Format of Proposal, M, "Number of Copies with Mailing of Proposals" for submission requirements.

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this RFP. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

Please do not use page protectors.

CD submission must be in the following format to be considered responsive.

1. All documents outlined above, excluding Appendix B, must be scanned and saved (in black & white) as one PDF file.
2. Appendix B must be saved on the CD as an Excel file.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Division of Facilities Management

TYPE OF MAINTENANCE REQUESTED

- A. Full service maintenance shall include all necessary preventive maintenance, parts and labor, 24 hours per day, 7 days per week call back service.
- B. Preventative maintenance shall be performed in accordance with the manufacturer's specifications for the equipment serviced. As part of the Bid Quotation reply section the Bidder shall provide a schedule of preventative maintenance for each elevator and escalator. The schedule shall list procedure and time interval.

ELEVATOR/ESCALATOR SERVICING AND SERVICE RECORDS

- A. Regular service work **which does not interfere with elevator and escalator operation** shall be performed during normal office working hours (8:00 a.m. to 4:30 p.m.). Emergency and after hours work shall be coordinated with facility managers listed for each location.
- B. Routine maintenance at New Castle Courthouse and Carvel Building is required to be done after hours. Bidders should quote price for these facilities at after hour's rate.
- C. Full service maintenance shall include all necessary preventative maintenance in accordance with the manufacturer's specifications for the equipment involved.
- D. It shall be the responsibility of the Contractor's service personnel to log in and out, where directed by the Division of Facilities Management's representative, each time a visit is made to the site or either a routine or a demand service check. A service ticket indicating the work accomplished shall be left with the Division's representative after each visit. Service ticket must be left at the maintenance office of Facilities Management in the respective zone.
- E. The contractor shall provide the required maintenance to comply with any violations of rules and regulations of the governing agencies and recommendations of casualty companies on due notice from the Division of Facilities Management, provided that such violation or recommendation did not exist prior to the date of this contract or after issuance by either party of a 30 day cancellation notice. The requirement of any new attachments or parts on the elevator and escalator in addition to those of the State of Delaware.

ELEVATOR/ESCALATOR REPAIR AND/OR DOWN TIME

- A. Elevator/escalator repair shall be on a twenty-four (24) hours per day, seven (7) days per week basis. Emergency call back response time shall be no more than 90 minutes.
- B. Under no circumstances shall any shutdown or breakdown last longer than seventy-two (72) hours, including Saturday, Sunday and holidays. This shall include troubleshooting, procuring parts, installing parts, and placing the elevator, escalator, or dumbwaiter back in safe uninterrupted operation. The contractor's inability to obtain parts, technical and/or engineering advice, etc. shall not be acceptable, and the contractor may be considered in default, giving sufficient justification to the Director to obtain these services from contractors who can provide the State with uninterrupted elevator, escalator and dumbwaiter service. The Division of Facilities Management may take over the work and prosecute it to completion by contract or otherwise, and the contractor and sureties shall be liable to the Division for any additional cost incurred before the termination of the contract.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SPECIFICATION OF REQUIRED ELEVATOR AND ESCALATOR SERVICES

- A. Contractor shall be required to maintain the entire elevator and escalator equipment as hereinafter described, using technicians trained and qualified in the proper maintenance of geared electric and hydraulic elevators and escalators (E-Series 5000), directly employed and supervised by same. These technicians shall be qualified to keep the equipment properly adjusted, and shall use all reasonable care to maintain the elevators and escalators in proper and safe operating condition.
- B. Contractor shall regularly and systematically examine, adjust, clean lubricate, furnish lubricants, remove water from pit of service elevators, and when conditions warrant, shall repair or replace machine, motor, generator and bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, coils, contacts, resistors, magnet frames and other mechanical parts.
- C. Contractor shall keep the guide rails properly lubricated at all times except where roller guides are used, and when necessary, renew guide shoe or guide rollers in order to assure smooth and quiet operation.
- D. Contractor shall periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.
- E. Contractor shall renew all worn wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables as necessary.
- F. Contractor shall furnish genuine lubricants obtained from the manufacturer of the original equipment.
- G. Contractor shall examine, lubricate, adjust, repair and/or replace the following accessory equipment:

1.	Interlocks	4.	Door Closers
2.	Car & Hatch Door Hangers	5.	Signal System
3.	Car & Hatch Door Operators		

- H. NOTE: The following items of elevator equipment are not included for service under these specifications:

1.	Hoist way Enclosure	6.	Light Fixtures
2.	Hoist way Doors	7.	Power Switches & Feeder to Controller
3.	Cab	8.	Casings, cylinders, plungers and all under-ground piping and connections
4.	Cab Flooring	9.	Fire service combustion detectors
5.	Car Door Panels		

Contractor shall examine regularly and systematically all safety devices and governors. During the first visit, each of the elevator safety devices shall be tested. Electric traction elevators shall have the five (5) year test performed in accordance with the current American National Standard Safety Code. The hydraulic elevators shall also be tested in accordance with the current American National Standard Safety Code. Test certificates shall be provided to the Division of Facilities Management on the successful completion of required tests.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SPECIFICATION OF REQUIRED ELEVATOR AND ESCALATOR SERVICES (continued)

I. Escalator Specifications

Contractor shall examine regularly and systematically all safety devices and governors. During the first inspection visit, each of the escalator safety devices shall be tested. Escalators shall have the escalator test performed in accordance with the current American Society of Mechanical Engineers (ASME A17.1) Safety Code. Test certificates shall be provided to the Division of Facilities Management on the successful completion of required tests.

Contractor shall regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant shall repair or replace escalator system components, such as control system, drive machinery and motor equipment, handrail drive system, safety switch system, guidance and alignment systems or other related escalator equipment to ensure safe operational conditions.

Division of Facilities Management

Type E-Series 5000® - Glass Balustrade Escalator System Components

Control System

CPU board, brake control board, controller annunciator display, starter panel, control temperature switch, control power transformer, power supply board, isolation transformer, high voltage, upper and lower junction boxes.

Driver Machinery and Motor Equipment

AC motor, encoder, permanent magnet brake, gearbox, bull gear, ring and pinion gear, oil bucket and lower reversing station. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

Handrail Drive System

Handrails, handrail drive wheel, handrail roller cluster, handrail drive chain, handrail take-up device, and handrail guide assemblies.

Safety Switch System

Missing step detector, handrail inlet switches, step upthrust inlet switches, comb plate impact device, skirt switches, pit stop switches, access cover switches, out-of-level step switches, emergency stop switches, alarm on the stop switch cover, broken step chain switches, key start switches, brake temperature switch, and motor pit stop switch.

Guidance and Alignment Systems

Steps, rollers, step chains, handrail tracks, novatex boards, sprockets, pulleys, comb segments and comb plates, landing plates, lubricators, and comb lighting.

Balustrades and decks shall be examined, adjusted, properly fastened, and aligned.

Housekeeping

Clean escalator equipment, pits, pans, and balustrade interiors.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

DOC SECURITY REQUIREMENTS & PROCEDURES

1. **REQUIREMENTS**

The correctional facility has issued regulations to be observed by all Contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the Project in order to minimize disruption to prison operations and maintain security. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over delivery operations. The Contractor shall comply with all such regulations and consider the regulations when preparing their bid.

2. **WORKING AT A DEPARTMENT OF CORRECTION FACILITY**

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the Prime Contractor shall submit a list of all proposed workers who will be working on the site, to the Contracting Officer including their name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any), and any vendors requiring access to within the secure perimeter of the facility. Successful background check will need to be completed before any workers will be permitted inside of any facility.
- b. Delivery drivers will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. Proper clothing is required.
- e. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of past projects at a Department of Correction site, it takes between one half to one hour to enter or leave the facility.
- f. Contractor is also advised that only limited movement will be permitted while inside the compound.
- g. Contractors are requested to notify the Maintenance Supervisor upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- h. Completion of Security Clearance Application is required for all employees who will be working in any DOC facility (see next page for Security Clearance Application).

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
SECURITY CLEARANCE APPLICATION
BUREAU OF PRISONS
PLEASE PRINT CLEARLY

NAME: _____
(LAST) (FIRST) (MIDDLE)

PLEASE LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES AND RELIGIOUS NAMES: _____

DOB: _____ PLACE OF BIRTH: _____ SSN#: _____

SEX: MALE / FEMALE RACE: _____ DRIVER'S LICENSE #: _____ State: _____

ADDRESS: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: HOME: (____) _____ WORK: (____) _____

DO YOU HAVE A CRIMINAL CONVICTION AND/OR ARREST ANYWHERE, TO INCLUDE TRAFFIC TICKETS? NO/YES (IF YES, COMPLETE BELOW). HAVE YOU EVER BEEN ARRESTED ANYWHERE WHETHER CONVICTED/DISMISSED/NOLLE PROSSED OR PARDONED: NO /YES (IF YES, COMPLETE BELOW). IF YOU NEED MORE ROOM, PLEASE UTILIZE THE BACK OF THIS FORM.

COUNTRY : _____ DATE: _____

OFFENSE: _____ SENTENCE: _____

ARE YOU PRESENTLY UNDER DEPT. of CORRECTION SUPERVISION: NO/YES (IF YES, WHAT): _____

ARE YOU RELATED TO OR KNOW ANYONE INCARCERATED AT A DOC FACILITY: NO/ YES

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: _____

REASON FOR CLEARANCE: _____ DATE OF ACTIVITY: _____ COMPANY/
ORGANIZATION _____

COMPANY/ORGANIZATION EMAIL ADDRESS: _____

PLEASE READ AND SIGN:

I understand that prison authorities will verify my criminal record information. I also understand that my application may be rejected for any reason.

SIGNATURE: _____ DATE: _____

The following is the result of the DELJIS and NCIC records checks:

DELAWARE WANTS/WARRANTS _____ DELWARE CRIMINAL HISTORY _____

NCIC WANTS/WARRANTS _____ NCIC CRIMINAL HISTORY _____

DELJIS/NCIC INVESTIGATOR _____ SIGNATURE _____ DATE _____

APPROVED _____ APPROVAL EXPIRES ON: _____ IF DENIED, PLEASE INDICATE REASON BELOW:

DENIED _____ (1) Dishonest/incomplete application; (2) Active pending warrants/capiases; (3) Felony convictions or incarceration for a felony in past five years; (4) Misdemeanor convictions or incarceration for misdemeanor in past two years; (5) DUI conviction past two years; (6) Trafficking/delivery and/or possession of controlled substance conviction past ten years; (7) Other (See Investigation for info).

Reviewer's Signature _____ Date _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

3. CONTRABAND/TOOL CONTROL

a. Title 11, Section 1256 of the Delaware Code specifies that,

“a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, the person knowingly and unlawfully makes, obtains, or possesses any contraband.”

**DEPARTMENT OF CORRECTION
DAILY CONTRACTOR TOOL & EQUIPMENT INVENTORY**

The contractor tool/equipment form shall be completed and signed by all contractor personnel prior to entering a DOC facility. The following requirements apply:

1. A new tool & equipment inventory form shall be prepared, signed and dated each day.
2. This form shall serve as an inventory of all work and personal equipment carried into a Department of Correction facility and will serve to ensure that the inventoried equipment is removed from the facility at the end of the work day.
3. Each piece of work and personal equipment noted on this form shall be described in sufficient detail so that it can easily be identified and matched to the inventory by a Department of Correction staff.
4. Department of Correction strongly recommends that when work/personal equipment is to be carried into a Department of Correction facility on a repetitive basis, the equipment be marked with a unique identifier (e.g. personnel initials + number) so that it can be matched to the same unique identifier noted on the tool/equipment form.
5. Prior to entering and exiting secured areas of a Department of Correction facility, the daily tool/equipment inventory shall be reviewed and signed by the escorting officer.
6. If, prior to exiting a secured area, the preparer of this form determines that he or she cannot account for each piece of equipment, then he or she shall immediately notify the escorting officer.
7. If, prior to exiting a secure area, a Department of Correction staff cannot identify each tool or piece of equipment and reconcile it to the items inventoried on this form, then the Department of Correction staff will hold the group of contractor employees in the secure area until the discrepancy is resolved.
8. **All** tools and equipment being brought into the institution will be inventoried. Every job box will have an exact inventory of all tool boxes and equipment stored in that box. The box must be lockable and remained locked when not in use. **There are no exceptions to this rule.** List all tools for example hand tools (e.g. hammers, pliers, wrenches, and screwdrivers), electrical tools (e.g. measuring equipment, splicing equipment), power tools (e.g. drills, saws demolition equipment) and supplies (e.g. saw blades, drill bits). List all other equipment (e.g. two – way radios, writing pads, pens, pencils, etc). However, the list may be expanded to cover equipment specific to a scope of work or project. Fasteners will be inventoried prior to items entering the institution when deemed necessary by the Superintendent who must work in conjunction with the Warden’s office on a project-by-project basis. Their decision will be based on any potential security risk if lost. For example type of: nails, tap cons, lag bolts (approximately by weight or by box refer to how the item is sold and purchased). No fasteners will be left on any jobsite unless they are secured in a locked job box and approved by security.
9. Items not permitted include, but are not limited to: firearms, medicines, pocket knives, leather man tools, tobacco, matches, lighters, gum, beer, alcohol of any kind, glass bottles or containers, aluminum cans, metal knives spoons or forks, music radios, i-Pods, newspapers, fliers, or magazines.
10. Laptop computers, cameras, cell phones, and pagers are restricted items and their use can only be approved in writing, in advance by the Warden or his designee. Failure to declare an item at the sally port will result in that item being confiscated.

Contractor Name: _____ **Signature & Date:** _____

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
Tool and Equipment Inventory

IN		OUT	
Date		Date	
Contractor Name and Signature		Contractor Name and Signature	
Staff Signature		Staff Signature	
Time IN		Time OUT	

[illegible]

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

4. GENERAL REQUIREMENTS

- a. When workers are finished for the day, all tools will be accounted for by the worker and escorting officer.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete, permission to construct and use temporary storage facilities is solely at the discretion of the prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials which might be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered with.
- g. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.

5. SPECIAL REQUIREMENTS

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.

6. SITE SECURITY

- a. The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service workmen, manufacturer's representative, etc.):
 - 1. Photo Identification Card
 - a. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
 - 1. Name;
 - 2. Date of Birth;
 - 3. Badge or ID Number;
 - 4. Address.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

- b. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). They will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collect at the end of the day and returned to the Main Gate.
- 2. Assigning Workmen to the Site
 - a. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending workmen to the project site, so an officer can be assigned to accompany all his personnel.
- 3. Tools and Materials
 - a. No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.
- 4. Prison Records
 - a. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record, and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and give or deny permission for that person to enter the institution. Any workmen denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.
- 5. Workmen Lunch Area/Searches
 - a. Workmen will be expected to stay in their respective working areas during their lunch period, unless leaving the grounds is permitted.
 - b. Workmen will be expected to submit to a search of themselves, their toolboxes, lunch containers, and/or their vehicles at any time, if the search is deemed necessary.
- 6. Prohibited Items
 - a. The following items are prohibited from being brought onto the prison grounds and construction site:
 - 1. Alcoholic beverages and drugs;
 - 2. Tobacco Products
 - 3. Explosive and firearms.
- 7. Working Dress and Workmen:
 - a. Workmen will maintain proper attire while working at the institution.
- 8. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

9. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
10. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
11. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.) also no affectionate or intimate behavior between official visitors and inmates is permitted.
12. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
13. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
14. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
15. The offering and/or giving of any tips, gratuities, fees, etc. to any inmates and/or prison personnel are strictly prohibited.
16. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
17. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
18. In the even an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that you communicate this confidentially to the Maintenance Superintendent.
19. Tools and Equipment Safety:
 - a. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - b. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - c. Powder Actuated Tools: Comply with Owner's Maintenance Superintendent direction for control of powder used and stored.
20. Construction Personnel Vehicle Parking:
 - a. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 - B. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE
GROUP 1

BILL TO: Office of Management and Budget
Division of Facilities Management
Business Office
Haslett Armory
122 Wm. Penn St.
Dover DE 19901

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Art Cohen
Division of Facilities Management
Phone: (302) 577-8190

NORTH ZONE
GROUP 1

NORTH ZONE: Elevators in DFM Buildings in New Castle County

#	Location	Type	Elevator #	Weight
84	New Castle County Courthouse (after hours)	Zone	1,2,3,4,5,6	3500 lbs.
84	New Castle County Courthouse (after hours)	Zone	7(Freight)	4500lbs.
84	New Castle County Courthouse (after hours)	Zone	8,9,10,11	3000 lbs.
84	New Castle County Courthouse (after hours)	Zone	12,13,14,15,16,17	4000 lbs.
84	New Castle County Courthouse (after hours)	Chair lift	VMX00020	750 lbs
84	New Castle County Courthouse (after hours)	Chair lift	VMX00008	750 lbs.
92	Carvel Building	Dover	1,2,3,4,5	4000 lbs.
92	Carvel Building (after hours)	Dover	1,2,3,4,5 test of safety equipment	4000 lbs.
92	Carvel Building (after hours)	Dover	6(Freight)	4000 lbs.
96	900 King Street	Dover	1,2	2500 lbs.
96	900 King Street	Dover	3(Freight)	3500 lbs.
	Training Center RM 24 920 French St. Wilmington, DE	Thyssen Krump	Hydraulic Elevator (2)	
39	Absalom Jones Community Ctr. 310 Kiamensi Rd. Wilmington, DE	Thyssen Krump	Hydraulic	2500 lbs
39	Absalom Jones School	Access Chair Lifts (2)	Lifts	
	<u>ESCALATORS</u>			
84	New Castle County Courthouse	Zone	1,2,3,4,5,6	9000 lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE
GROUP 2

BILL TO: DEPT. OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES
Division of Administration
1825 Faulkland Road
Wilmington, DE 19805

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Eryl Roth
Division of Management Support Services
Phone: (302) 633-2632

NORTH ZONE
GROUP 2

BLDG #	LOCATION OF EQUIPMENT	TYPE OF EQUIPMENT
2	Administration Building:	2 Adams Hydraulic Passenger Elevators 2500 lbs capacity

NORTH ZONE
GROUP 3

BILL TO: Mr. Eric Smeltzer
Department of Correction
Maintenance Department
245 McKee Road
Dover, DE 19904

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Mr. Eric Smeltzer
Department of Correction
Phone: (302) 857-5261

GROUP 3

BLDG #	LOCATION OF EQUIPMENT	TYPE OF EQUIPMENT
	Howard R. Young Institution	(4) Westinghouse Hydraulic Passenger Elevators
	Plummer Work Release Center	(1) Wheelchair lift, 750 Lb. capacity
	Webb Correctional Facility	(1) Wheelchair lift, 750 Lb. capacity
	Probation and Parole 314 Cherry Lane New Castle	2-stop Hydraulic passenger elevator
	Hazel D Plant Work Release Center 620 Baylor Rd. New Castle	(1) Shindler Model 51B-187 3500 lb. Capacity

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE
GROUP 4

BILL TO:
Del Dot Canal District
250 Bear Christiana Road
Bear, DE 19701

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Mr. John Barczak
Del Dot Canal District
Phone: (302) 326-4535

GROUP 4

Tom Simpers

BLDG #	LOCATION OF EQUIPMENT	TYPE OF EQUIPMENT
	Biddles Toll Plaza	1 General Elevator Model EP6015, Serial EH9627, 24 amps, 460 volts, 15 horse power, 60 cycles, 396 working pressure, 495 release pressure, 9 phase roto flow power unit

John Barczak

	Canal District Admin. Bldg 250 Bear Christiana Rd. Bear, DE 19701	1 Kone 2500 lb. capacity elevator w/Hollister-Whitney 201/205 over speed governors, cable driven
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NORTH ZONE
GROUP 5

BILL TO:
Department of Labor
4425 N. Market Street
Wilmington, DE 19802

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Ms. Kris Brooks
Department of Labor
Phone: (302) 761-8024

GROUP 5

BLDG #	LOCATION OF EQUIPMENT	TYPE OF EQUIPMENT
	Fox Valley Annex	Otis Freight Elevator

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE
GROUP 6

BILL TO: Lola Ellison
DHSS / DMS – Facility Operation
Herman Holloway Campus
1901 N. Dupont Hwy.
New Castle, DE 19720

**TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT
CALL THE CONTACT LISTED UNDER THE FOLLOWING LOCATIONS:**

#	Location	Type	Weight
07	Herman Holloway Campus 1901 N. DuPont Hwy New Castle, DE 19720 Lola Ellison 302-255-9299	Montgomery	4000 lbs.
08	Herman Holloway Campus Annex Building Lola Ellison 302-255-9299	Cemco	3500 lbs.
31	Herman Holloway Campus Kent/Sussex Bldg Lola Ellison 302-255-9299	Cemco	2500 lbs.
35	Herman Holloway Campus Carvel Bldg. Lola Ellison 302-255-9299	Energy	4000 lbs
27	Herman Holloway Campus Charles Debnam Bldg Lola Ellison 302-255-9299	Motion Control	2500 lbs.
38	Herman Holloway Campus Lewis Bldg Lola Ellison 302-255-9299	Cemco	2000 lbs.
	Herman Holloway Campus Medical Examiner's Office Lola Ellison 302-255-9299	Cemco (2)	2500 lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE GROUP 6 continued

15	Governor Bacon Health Ctr. Rt. 9 Delaware City, DE William Yowell 302-836-2550 x 253 Chris McKinley 302-836-2550 x 225	US Elevator Virginia	3500 lbs. 3500 lbs.
	Emily P. Bissell Main Elevator #1 Newport Gap Pike Wilmington, DE Dave Amalfitano 995-8400x8443	Montgomery/Westingh ouse	3500 lbs.
	Emily P. Bissell Main Elevator #2 Dave Amalfitano 995-8400x8443	Montgomery/Westingh ouse	3500 lbs.
	Emily P. Bissell Linen/Laundry Dave Amalfitano 995-8400x8443	Street	3000 lbs.
	Emily P. Bissell Linen/Laundry Service Resident (entrance ramp) Dave Amalfitano 995-8400x8443	Westinghouse Thyssen/Krump	2500 lbs. 2500 lbs.
	Emily P. Bissell 1912 Service Elevator Dave Amalfitano 995-8400x8443	Westinghouse	2000 lbs.
HC54	Hudson State Service Center 501 Ogletown Rd. Newark, DE 19956 Basement Lola Ellison 302-255-9299	Westinghouse	3500 lbs.
HC55	Northeast State Service Center 1624 Jessup St. Wilmington, DE 19802 Basement Lola Ellison 302-255-9299	Cemco Deevilbiss	2500 lbs.
HC51	Porter State Service Center 511 W. 8 th St. Wilmington, DE 19801 Mech Room Lola Ellison 302-255-9299	Otis	2000 lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE
GROUP 7

BILL TO: Mr. Eddie Cunningham
DelTech
Administrative Services
400 Stanton – Christiana Road
Newark, DE 19713

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Eddie Cunningham
302-454-3922

CAMPUS	LOCATION	EQUIPMENT
Wilmington Campus	West Building	Otis 2 passenger cars #1 type 2H ICL 4500 lbs.
Wilmington Campus	West Building	Otis #2 type 2H ICL 4500 lbs date 1983
Wilmington Campus	Southeast Bldg.	Schindler 2 passenger cars
Wilmington Campus	Southeast Bldg	1 Schindler freight elevator
Wilmington Campus	Parking Garage	#2E2A250 G date 1998 4500 lbs.
Wilmington Campus	East Building	Passenger Traction, 6 landings 5F/1R
Wilmington Campus	East Building	Passenger Traction 5 Landings 5F
Wilmington Campus	East Building	Freight Hydraulic, 3 Landings 3F/1R
Stanton Campus	A Wing	Model #590A63 Passenger 4000lbs.
	D Wing	Model #KMQ-30HB4-CVS001 passenger 4000 lbs.
	E Wing	Loading Dock

NORTH ZONE
GROUP 8

BILL TO: Division of Parks and Recreation
Accounting Office
89 Kings Highway
Dover, DE 19901

Location	Equipment	Weight
Blue Ball Barn 1914 West Park Dr. Wilmington, DE 19803	Otis Hydraulic	3500 lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

NORTH ZONE
GROUP 9

BILL TO: DelDOT/DMV/Toll Operations
Newark Plaza
1200 Whitaker Rd.
Newark, DE 19702

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT
Michael Haddadin
302-366-7210

Location	Equipment	Weight
Newark Plaza 1200 Whitaker Rd. Newark, DE 19702	Energy Philadelphia freight elevator (dumbwaiter)	500 lbs.

NORTH ZONE
GROUP 10

BILL TO: Delaware Army National Guard
Joint Force Headquarters
First Regiment Rd.
Wilmington, DE 19808
Attn: Bill Davis

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT
Chris Slicer or Luis Velazquez
302-326-7217 302-326-7216

Location	Equipment	Weight
Army Aviation Support Facility 33 Corporate Circle New Castle, De 19720	Thyssen Krupp, hydro elevators (2)	2500 lb 3500 lb

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
CENTRAL ZONE
GROUP 1

BILL TO: Office of Management and Budget
Division of Facilities Management
Business Office
Haslett Armory
122 Wm. Penn St.
Dover DE 19901

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Bill Gibbons
Division of Facilities Management
192 Transit Lane
Dover, DE 19901
Phone: (302) 739-4611

GROUP 2

BILL TO: HISTORICAL AND CULTURAL AFFAIRS
21 The Green
Dover, DE 19901

TO SCHEDULE EQUIPMENT WALK THROUGH

Manny Carrar
Phone: (302) 739-3315 or 242-1033

GROUP 3

BILL TO: Eric Smeltzer
Department of Correction
245 McKee Road
Dover, DE 19904

TO SCHEDULE EQUIPMENT WALK THROUGH

Eric Smeltzer
Phone: (302) 857-5261

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

GROUP 4

BILL TO: Lola Ellison
DHSS / DMS – Facility Operation
Herman Holloway Campus
1901 N. Dupont Hwy
New Castle, DE 19720

TO SCHEDULE EQUIPMENT WALK THROUGH

Rodney Holderbaum
Phone: (302) 223-1000 option 1

GROUP 5

BILL TO:

DelTech – Terry Campus
100 Campus Drive
Dover, DE 19904

TO SCHEDULE EQUIPMENT WALK THROUGH

Bill Ayres 857-1814

GROUP 6

BILL TO:

Division of Parks and Recreation
Accounting Office
89 Kings Highway
Dover, DE 19901

TO SCHEDULE EQUIPMENT WALK THROUGH

Eric Dawson
Call 302-739-9222

GROUP 7

BILL TO:

Delaware State University
Attn: Accounts Payable
1200 North DuPont Highway
Dover, DE 19901-2277

TO SCHEDULE EQUIPMENT WALK THROUGH

Karen Fair
302-857-6204

GROUP 8

BILL TO: Dover Police Dept.

400 S. Queen St.
Dover, DE 19904

TO SCHEDULE EQUIPMENT WALK THROUGH

Mark Moore
302-736-4461

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CENTRAL ZONE
GROUP 1

Elevators in DFM Buildings in Kent County

#	Location	Type	Elevator #	Weight
01	Legislative Hall	Delaware (hydro)	1	4000 lbs.
01	Legislative Hall	Delaware (cable)	2	2000 lbs.
01	Legislative Hall	Delaware (manlift)	3	1000 lbs.
02	Jesse Cooper	Cemco (hydro)	1,2	3500 lbs.
03	Townsend Building	Otis (cable)	1	3000 lbs
04	O'Neill Building	Westinghouse (hydro)	1	3000 lbs.
08	Tatnall Building	Cemco	1	2000 lbs.
13	Public Archives	Delaware (cable)	1	5000 lbs.
13	Public Archives	Schlinder (hydro)	2	2500 lbs.
13	Public Archives	Waupaca (hydro)	3	500 lbs.
14	Supreme Court	Gal (cable)	1	1000 lbs.
16	Haslett Armory	Otis (hydro)	1,2	3500 lbs.
19	Public Safety	Otis (hydro)	1	2000 lbs.
38	Kent County Courthouse	Otis (hydro)	1	3500 lbs
38	Kent County Courthouse	Otis (hydro)	2	3500 lbs
38	Kent County Courthouse	Otis (hydro)	3	3000 lbs
38	Kent County Courthouse	Otis (hydro)	4	3000 lbs
38	Kent County Courthouse	Otis (hydro)	5	3000 lbs
38	Kent County Courthouse	Otis (hydro)	6	3000 lbs
38	Kent County Courthouse	Otis (hydro)	7	3000 lbs
38	Kent County Courthouse	Otis (hydro)	8	3500 lbs
40	Massey Station	Cemco (hydro w/VC)	1	2500 lbs.
42	Kent County Family Court	Cemco (hydro)	1,2	2500 lbs.
42	Kent County Family Court	Matot (drum) DW	3	500 lbs.
50	Highway Administration	Otis (hydro)	1	2500 lbs.
50	Highway Administration	Otis (hydro)	2	3000 lbs.
50	Highway Administration	Thyssen-Krupp (hydro)	3	3500 lbs.
50	Highway Administration	Dover (manlift, screw)	4	750 lbs.
59	DEMA	Delaware (hydro)	1	4500 lbs.
75	Thomas Collins Building	Otis (hydro)	1,2	2500 lbs.
76	JP Court 7 & 16	Dover (hydro)	1	2100 lbs.
78	James Williams Service Center	Haughton (hydro)	1	4000 lbs.
82	William Penn Building	Cemco (hydro)	1	2000 lbs.
86	Richardson & Robbins	Westinghouse (hydro)	1	2500 lbs.
87	Delaware Development Office	Westinghouse (hydro)	1	2000 lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CENTRAL ZONE

GROUP 2 Museums

BLDG #	LOCATION OF EQUIPMENT	TYPE
	Biggs Museum of American Art 406 Federal St. Dover, DE	1 Cemco Hydraulic Passenger Elevator
	State House Museum 25 The Green Dover, DE	1 Thyssen Krupp Oil Draulic Passenger Elevator
	John Dickinson Plantation	Chair Lift
	Governor's Mansion	Lift

GROUP 3

BLDG #	LOCATION OF EQUIPMENT	TYPE
	Kent Work Release Center	(1) Otis Hydraulic Passenger Elevator

GROUP 4

Delaware Hospital for the Chronically Ill
100 Sunnyside Rd.
Smyrna, DE 19977
Contact: Rodney Holderbaum Phone: 302-223-1000 option 1

BLDG	MAKE	MODEL	TYPE	CAPACITY	PASS RATING
Prickett "N"	Otis		Traction	4000	
Prickett "S"	Otis		Traction	4000	
Medical Exam	Serge		Traction	4000	
GP II	Virginia Control		Hydraulic	3500	
Candee	Otis Drum		Traction	2500	16

GROUP 5

LOCATION	TYPE
Terry Building	(1) Westinghouse Elevator-Hydraulic 2500 lb. Capacity – Travel: two floors
Education & Training Building	(1) Montgomery elevator-hydraulic, model 411H – travel: two floors

GROUP 6

Location	Equipment	Weight
Killens Pond Nature Ctr 5025 Killens Pond Rd. Felton, DE 19943	Delaware Elevator, hydro	2500 lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

GROUP 7

DELAWARE STATE UNIVERSITY AND APARTMENTS

BLDG	MAKE	MODEL	TYPE	CAPACITY	STOPS
Science Center - N	Otis		Hydr	3000	3
Science Center - S	Otis		Hydr	4500	3
Science Center - S	Otis		Hydr	3000	3
Harberium	Access		Hydr	1400	2
Administration	VA Control		Hydr	3500	4
Administration	VA Control		Hydr	3500	4
Price	VA Control		Hydr	2500	2
Delaware Hall	ESH		Hydr	2100	2
W. Jason Library	ESH		Hydr	4000	6
E. Jason Library	ESH		Hydr	2000	5
ETV Building	ESH		Hydr	2500	2
Evers	Porch Lift		Vert Platform	450	2
Thompson Bldg	Porch lift		Vert. platform	400	2
Humanities Bldg	Otis		Traction	2500	2
Lockerman Hall	National		Vert. platform	750	2
Old Science Bldg	Otis		Hydr	3000	3
Stadium Lift	Porch lift		Vert platform	750	2
Warren Franklin	Otis		Hydr	3000	6
Wynder Towers	ESH		Hydr	2500	6
MBNA	VA Control		Hydr	4500	6
MBNA	VA Control		Hydr	3000	3
Wellness Center	VA Control		Hydr	3500	2
Student Center	VA Control		Hydr	5000	3
Student Center	VA Control		Hydr	3500	3
APARTMENTS:					
Building #1	VA Control		Hydr	3500	4
Building #1	VA Control		Hydr	3500	4
Building #2	VA Control		Hydr	3500	4
Building #2	VA Control		Hydr	3500	4
Building #3	VA Control		Hydr	3500	4

GROUP 8

Dover Police Dept.

Location	Equipment	Weight	Stops
Dover Police Dept. 400 S. Queen St. Dover, DE 19904	Virginia Control, Hydro,	3000	3

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SOUTH ZONE
GROUP 1

BILL TO: Office of Management & Budget
Division of Facilities Management
Business Office
Haslett Armory
122 Wm Penn St.
Dover DE 19901

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT

Don Gerardi
Division of Facilities Management
23708 Shortly Rd.
Georgetown, DE 19947
Phone: (302) 856-5817

SOUTH ZONE
GROUP 1

#	Location	Make	Type	Elevator #	Weight
33	Chancery Court	Otis	Hydro	1	2500 lbs
61	Family Court	Otis	Hydro	1,2	2500 lbs.
61	Family Court	Matot		Dumbwaiter	75 lbs.
64	Courthouse	DE Elevator	Hydro	1	2500 Lbs.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

SOUTH ZONE
GROUP 2

BILL TO:
DHSS / DMS – Facility Operation
Herman Holloway Campus
1901 N. Dupont Hwy.
New Castle, DE 19720

TO SCHEDULE EQUIPMENT WALK THROUGH CONTACT
JOHN FOX
Phone: (302) 856-5817

LOCATION	MAKE	MODEL	TYPE	CAPACITY	PASS RATING
Georgetown State Service Ctr. 546 S. Bedford St. Georgetown, DE 19947	Cemco	Ser 6000	Hydraulic	2000	12

SOUTH ZONE
GROUP 3

BILL TO:
Division of Parks and Recreation
Accounting Office
89 Kings Highway
Dover, DE 19901

TO SCHEDULE EQUIPMENT WALK THROUGH
Eric Dawson
Call 302-739-9222

GROUP 3

Location	Equipment	Weight
Indian River Marina Park Office 39415 Inlet Rd. Rehoboth, DE 19971	Thyssen-Krupp, hydro	2500 lbs.